



Bid Number: 05-X-36587

**REQUEST FOR PROPOSAL FOR:
SIGN BLANKS - ALUMINUM**

Date Issued: 07/01/04

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of State's Using Agencies. The purpose of this RFP is to solicit bid proposals for the fabrication of flat sheet aluminum sign blanks to which a chemical conversion treatment coating has been applied.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a reprourement of the Sign Blanks - Aluminum term contract, presently due to expire on June 30, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T-0136**. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **JACKIE KEMERY**
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: <mailto:jackie.kemery@treas.state.nj.us>
Phone Number: **(609) 292-4189**
Fax Number: **(609) 292-0490**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **fourteen (14) days prior to the bid opening date**. Addendum, if any, to this RFP will be distributed to all vendors sent this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Addendum, if any, to this RFP will be posted to the Purchase Bureau website. It is the vendor's responsibility to check the website regularly between the time the RFP is issued to the bid opening date for any Addenda. The website is: <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] or Agency[ies] - The entity[ies] for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 INTENT

This specification covers the requirements for the fabrication of flat sheet aluminum sign blanks to which a chemical conversion treatment coating has been applied. Sizes, shapes and thickness shall be in accordance with attached drawings and specification.

3.2 MATERIALS

Blanks shall conform to ASTM-B209, 5052-H38 or 6061-T6. The manufacturer must indicate in the space provided on the price sheet the specific ASTM Alloy on which the bid is based and from which the aluminum blanks will be fabricated and furnished. Failure to select one or the other of the aluminum alloys specified above and indicate the selected alloy on the price sheet shall be cause for rejection of the bid. All sign blanks shall be given a chromate conversion coating. The chromate coating shall be compatible with the application of enclosed lens reflective sheeting, encapsulated lens reflective sheeting and air dry enamels. The coating shall be applied after all fabrication is completed including shearing, hole punching and corner radiusing.

3.3 FABRICATION

3.3.1 Blanks shall be a continuous section of length, width and thickness with required mounting holes and corner radius as indicated on the attached drawings and tables. They will conform to commercial tolerance with regard to length, width, thickness and flatness.

3.3.2 Blanks made from sheet or coil shall be free from buckles, warps, dents, burrs, cockles and other defects and shall be essentially a plane surface. All shearing shall be placed and packaged face up.

3.4 INSPECTION AND TESTING FOR DEPARTMENT OF TRANSPORTATION ORDERS

After notification of bid award and prior to shipment of the material, the contractor shall contact the Manager, Bureau of Materials, 1035 Parkway Avenue, PO Box 600, Trenton, NJ 08625-0600. Telephone: 609-530-3650, to arrange for inspection and testing of the material. Only material which clearly exhibits the appropriate stamp of the Department or approved material will be accepted upon delivery except that material which will be sampled after delivery will be accepted conditionally pending.

3.5 PACKAGING

3.5.1 The aluminum blanks shall be properly packaged so that the total weight of any one package shall not exceed 3000 pounds. Each package shall contain blanks of the same overall size and thickness. Packages containing blanks of different sizes or of various thicknesses will not be accepted upon delivery.

3.5.2 Each package shall be individually wrapped to protect the blanks from dirt or dust particles. The wrapping shall be firmly held in place with metal band tautly drawn around the package. A minimum of two (2) bands per direction shall be drawn at perpendicular directions.

NOTE: PACKAGING OF ORDERS FOR DELIVERY TO STATE-USE INDUSTRIES BRIDGETON, NJ SHALL NOT EXCEED 1500 POUNDS.

3.5.3 Each delivery must be accompanied with a certified mill analysis and certified count affixed on the outside of each package.

3.6 SHIPMENT AND DELIVERIES

3.6.1 Shipments shall be delivered within 30 days after notification from agency to ship. No deliveries will be accepted unless shipment has been requested. When a shipment is requested, deliveries will be accepted, as required, at the designated site of the appropriate agency requesting the material.

3.6.2 Materials ordered and delivered without authorization and direction will not be accepted nor paid for.

3.6.3 Each delivery shall be made with open flat bed vehicles. The sign blank packages as specified under Section 3.5 of the RFP shall be properly stacked on wooden pallets so that the sum of the weight of packages on any one pallet does not exceed the weight limitation for a single package as specified hereinbefore and shall be arranged to permit safe unloading with mechanical fork-lift equipment.

3.6.4. The sign blank packages shall be fully covered and protected with a waterproof covering to insure the packages will remain dry in transit.

3.6.5 The contractor will be required to complete and ship all orders having a total minimum weight of not less than 5,000 pounds of sign blanks at each delivery location specified hereinbefore. The total minimum weight requirement pertains to the entire order and not to any specific sign size.

3.6.6 In the event deliveries are not received within fifteen (15) days after the allotted delivery time specified in Section 3.6.1 of the RFP, the Director may authorize the requesting Department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

3.6.7 Shipments will be made to the following two Agencies at the delivery sites listed below:

**New Jersey Department of Corrections
Bureau of State Use Industries
South Woods State Prison
Building I Receiving Gate
ATTN: Sign Shop
217 S. Burlington Road
Bridgeton, NJ 08302
Phone: 856-459-7720**

**Department of Transportation
Shop Sign Supervisor
Bureau of Maintenance Engineering & Operations
PO Box 600
Trenton, NJ 08625-0600
Phone: 609-530-2691**

3.6.8 The contractor will notify the State Use Industrial Manager, at the New Jersey Department of Corrections offices located at the South Woods State Prison, Attn: Bruce Bryant, a minimum of 48 hours in advance of any shipment to this agency at 856-459-7720. Deliveries must be arranged to be made on a State business day between the hours of 8:00 AM to 2:00 PM.

3.6.9 New Jersey Department of Transportation materials to be delivered as authorized and directed by the Bureau of Maintenance Support.

3.6.10 The contractor will notify the supervisor of materials, at the New Jersey Department of Transportation offices located at 1035 Parkway Avenue, PO Box 600, Trenton, NJ 08625, Telephone: 609-530-2691, a minimum of 48 hours in advance of any shipment to this agency. Deliveries must be arranged to be made on a State business day between the hours of 8:00 AM to 3:00 PM.

3.7 QUANTITY AND PAYMENT

3.7.1 The quantity of sign blanks - Aluminum of each specified size and thickness, will be the sum of certified count indicated on each package actually delivered to the site(s) specified in the bid proposal.

3.7.2 Payment for sign blanks - Will be made for the quantity as described above, multiplied by unit cost per blank as determined under Section 6.2 "Method of Award" specified in this bid proposal. This price shall include proper packaging, loading, trucking expense, labor and all else necessary therefore and incidental thereto to insure delivery to the designated location.

3.8 DIMENSIONS:

3.8.1 All blanks are to be manufactured in accordance with the attached drawings and tables. All blank items listed on the attached tables are rectangles unless otherwise noted. The first number of each size is the thickness, the second number on the table is the "A" dimension that indicates the width and the third number is the "B" dimension that indicates the length (Refer to Table A, Section 3.9 of the RFP).

3.9 SIZES

Sizes of sign blanks normally ordered are listed in the Tables below:

TABLE "A"

The first column of the table is the item number. The next column lists the thickness, width and length of the signs.

ITEM	SIZES	SHAPE
	Thickness x A-Width x B-Length	
1	0.040" X 18" X 18"	
2	0.040" X 24" X 24"	SQUARE
3	0.040" X 24" X 24"	INTERSTATE SHIELD
4	0.040" X 36" X 36"	SQUARE
6	0.040 X 36" X 36"	INTERSTATE SHIELD
7	0.040" X 36" X 45"	
8	0.040" X 48" X 48"	
9	0.040" X 45" X 36"	INTERSTATE SHIELD
10	0.080" X 5" X 5"	SQUARE
11	0.080" X 5" X 10"	
12	0.080" X 6" X 36"	
13	0.080" X 8" X 36"	
14	0.080" X 9" X 24"	
15	0.080" X 10" X 14"	
16	0.080" X 10" X 18"	
17	0.080" X 10" X 27"	
18	0.080" X 10" X 36"	
19	0.080" X 12" X 6"	
20	0.080" X 12" X 12"	SQUARE
21	0.080" X 12" X 18"	
22	0.080" X 12" X 24"	
23	0.080" X 12" X 30"	
24	0.080" X 14" X 16"	
25	0.080" X 15" X 21"	
26	0.080" X 18" X 18"	SQUARE
27	0.080" X 18"	
28	0.080" X 18" X 24"	
29	0.080" X 21" X 15"	
30	0.080" X 24" X 6"	
31	0.080" X 24" X 8"	
32	0.080" X 24" X 10"	
33	0.080" X 24" X 12"	
34	0.080" X 24" X 18"	

ITEM	SIZES	SHAPE
	Thickness X A-Width x B-Length	
35	0.080" X 24" X 24"	SQUARE
36	0.080" X 24" X 24"	DIAMOND
37	0.080" X 24" X 24"	OCTAGON
38	0.080" X 24" X 24"	PENTAGON CO. SHIELD
39	0.080" X 24" X 24"	INTERSTATE SHIELD
40	0.080" X 24"	CIRCLE
41	0.080" X 24" X 30"	
42	0.080" X 24" X 36"	
43	0.080" X 24" X 48"	
44	0.080" X 24" X 90"	SHEET
45	0.080" X 24" X 96"	SHEET
46	0.080" X 30" X 18"	
47	0.080" X 30" X 24"	
48	0.080" X 30" X 24"	INTERSTATE SHIELD
49	0.080" X 30" X 30"	SQUARE
50	0.080" X 30" X 30"	DIAMOND
51	0.080" X 30" X 30"	OCTAGON
52	0.080" X 30"	EQUILATERAL TRIANGLE
53	0.080" X 30" X 30"	PENTAGON SCHOOL
54	0.080" X 30"	CIRCLE
55	0.080" X 30" X 30"	PENTAGON CO. SHIELD
56	0.080" X 30" X 36"	
57	0.080" X 30" X 90"	SHEET
58	0.080" X 30" X 96"	SHEET
59	0.080" X 32" X 23"	
60	0.080" X 36" X 12"	
61	0.080" X 36" X 18"	
62	0.080" X 36" X 24"	
63	0.080" X 36" X 30"	
64	0.080" X 36" X 36"	SQUARE
65	0.080" X 36" X 36"	DIAMOND
66	0.080" X 36" X 36"	OCTAGON
67	0.080" X 36	EQUILATERAL TRIANGLE
68	0.080" X 36" X 36"	PENTAGON SCHOOL
69	0.080" X 36	CIRCLE
70	0.080" X 36" X 48"	
71	0.080" X 36" X 144"	SHEET
72	0.080" X 48" X 36"	ISOSCELES TRIANGLE
73	0.080" X 48" X 18"	
74	0.080" X 48" X 24"	
75	0.080" X 48" X 30"	
76	0.080" X 48" X 36"	
77	0.080" X 48" X 48"	
78	0.080" X 96" X 48"	NO HOLES
79	0.100" X 12" X 48"	
80	0.091" X 6" X 18"	STREET SIGN BLANKS
81	0.091" X 6" X 24"	STREET SIGN BLANKS
82	0.091" X 6" X 30"	STREET SIGN BLANKS
83	0.091" X 6" X 36"	STREET SIGN BLANKS
84	0.091" X 6" X 42"	STREET SIGN BLANKS
85	0.091" X 6" X 48"	STREET SIGN BLANKS
86	0.091" X 8" X 18"	STREET SIGN BLANKS
87	0.091" X 8" X 24"	STREET SIGN BLANKS
88	0.091" X 8" X 30"	STREET SIGN BLANKS
89	0.091" X 8" X 36"	STREET SIGN BLANKS
90	0.091" X 8" X 42"	STREET SIGN BLANKS
91	0.091" X 8" X 48"	STREET SIGN BLANKS

ITEM	SIZES	SHAPE
	Thickness X A-Width x B-Length	
92	0.091" X 9" X 18"	STREET SIGN BLANKS
93	0.091" X 9" X 24"	STREET SIGN BLANKS
94	0.091" X 9" X 30"	STREET SIGN BLANKS
95	0.091" X 9" X 36"	STREET SIGN BLANKS
96	0.091" X 9" X 42"	STREET SIGN BLANKS
97	0.091" X 8" X 48"	STREET SIGN BLANKS
98	0.100" X 18" X 48"	
99	0.100" X 24" X 48"	
100	0.100" X 30" X 48"	
101	0.100" X 36" X 48"	
102	0.100" X 42" X 48"	
103	0.100" X 48" X 48"	
104	0.100" X 12" X 60"	
105	0.100" X 18" X 60"	
106	0.100" X 24" X 60"	
107	0.100" X 30" X 60"	
108	0.100" X 36" X 60"	
109	0.100" X 42" X 60"	
110	0.100" X 48" X 60"	
111	0.100" X 12" X 72"	
112	0.100" X 18" X 72"	
113	0.100" X 24" X 72"	
114	0.100" X 30" X 72"	
115	0.100" X 36" X 72"	
116	0.100" X 42" X 72"	
117	0.100" X 48" X 72"	
118	0.100" X 12" X 84"	
119	0.100" X 18" X 84"	
120	0.100" X 24" X 84"	
121	0.100" X 30" X 84"	
122	0.100" X 36" X 84"	
123	0.100" X 36" X 144"	
124	0.100" X 42" X 84"	
125	0.100" X 48" X 84"	
126	0.100" X 18" X 96"	
127	0.100" X 24" X 96"	
128	0.100" X 30" X 96"	
129	0.100" X 36" X 96"	
130	0.100" X 42" X 96"	
131	0.100" X 48" X 96"	
132	0.100" X 30" X 108"	
133	0.100" X 36" X 108"	
134	0.100" X 42" X 108"	
135	0.100" X 48" X 108"	
136	0.100" X 30" X 120"	
137	0.100" X 36" X 120"	
138	0.100" X 42" X 120"	
139	0.100" X 48" X 120"	
140	0.100" X 36" X 132"	
141	0.100" X 42" X 132"	
142	0.100" X 48" X 132"	
143	0.100" X 42" X 144"	
144	0.100" X 48" X 144"	
145	0.100" X 36" X 45"	
146	0.125" X 12" X 36"	
147	0.125" X 18" X 36"	
148	0.125" X 23" X 32"	

ITEM	SIZES		SHAPE
	Thickness X	A-Width x B-Length	
149	0.125" X 24" X 36"		
150	0.125" X 30" X 30"		SQUARE
151	0.125" X 30" X 30"		DIAMOND
152	0.125" X 30" X 30"		OCTAGON
153	0.125" X 30"		EQUILATERAL TRIANGLE
154	0.125" X 30" X 36"		
155	0.125" X 36" X 12"		
156	0.125" X 30" X 24"		
157	0.125" X 36" X 30"		
158	0.125" X 36" X 36"		SQUARE
159	0.125" X 36" X 36"		DIAMOND
160	0.125" X 36" X 36"		OCTAGON
161	0.125" X 36"		EQUILATERAL TRIANGLE
162	0.125" X 36" X 36"		PENTAGON SCHOOL
163	0.125" X 36" X 36"		INTERSTATE SHIELD
164	0.125" X 48" X 36"		ISOSCELES TRIANGLE
165	0.125" X 48" X 24"		
166	0.125" X 48" X 30"		
167	0.125" X 48" X 36"		
168	0.125" X 48" X 48"		SQUARE
169	0.125" X 48" X 48"		DIAMOND
170	0.125" X 48" X 72"		SHEET
171	0.125" X 45" X 36"		
172	0.125" X 45" X 36"		INTERSTATE SHIELD
173	0.040" X 24" X 72"		
174	0.040" X 30" X 72"		
175	0.040" X 48" X 72"		
176	0.100" X 60" X 60"		SQUARE
177	0.100" X 60" X 72"		

Exception to the Above:

Item #	DESCRIPTION
1-8, 38, 47, 171 AND 172	BLANKS SHALL HAVE NO HOLES
9	BLANKS TO HAVE ONE 3/8" DIAMETER HOLE CENTERED FROM TOP AND BOTTOM AND FROM SIDE TO SIDE. CORNERS SHALL HAVE 3/4" RADIUS.
43, 44, 56, 57, 70, 170	BLANKS ARE TO HAVE NO HOLES AND
173-175	SQUARE CUT CORNERS
75-79 and 98-146	BLANKS ARE TO HAVE NO HOLES, ALL CORNERS TO HAVE 1 1/2" RADIUS.

Bidders should note that the Using Agencies may also order sign blanks in other square or rectangular shapes and dimensions, in the various thicknesses, not listed on the attached tables.

Blanks ordered by the Bureau of State Use Industries, DEPTCOR and NJDOT shall be manufactured in accordance with the American National Standards Institute Manual on Uniform Traffic Control Devices, 1988 edition or latest.

TABLE "B"

RECTANGLE - TWO HOLES

ITEM	Width	Length	Hole Size	Distance between the Holes	Corner Radius
1	36"	45"	-	-	1-1/2"
2	48"	8:	-	-	1-1/2"
3	5"	10"	1"	8"	3/4"
4	5"	36"	3"	30"	1-1/2"
5	8"	36"	2"	32"	1-1/2"
6	9"	24"	1"	22"	1-1/2"
7	10"	14"	1"	12"	1-1/2"
8	10	18"	1"	16"	1-1/2"
9	10"	27"	1"	25"	1-1/2"
10	10"	36"	1"	34"	1-1/2"
11	10"	36"	1"	34"	1-1/2"
12	12"	6"	1"	4"	1-1/2"
13	12"	18"	2"	14"	1-1/2"
14	12"	24"	2"	20"	1-1/2"
15	12"	30"	2"	26"	1-1/2"
16	14"	16"	2"	12"	1-1/2"
17	15"	21"	2"	17"	1-1/2"
18	18"	24"	3"	18"	1-1/2"
19	21"	15"	2"	11"	1-1/2"
20	24"	6"	1"	4"	1-1/2"
21	24"	8"	1"	6"	1-1/2"
22	24"	10"	1"	8"	1-1/2"
23	24"	12"	2"	8"	1-1/2"
24	24"	18"	3"	12"	1-1/2"
25	24"	30"	3"	24"	1-1/2"
26	24"	36"	3"	30"	1-1/2"
27	24"	48"	3'	42"	1-1/2"
28	30"	18"	2"	14"	1-1/2"
29	30"	24"	3"	18"	1-1/2"
30	30"	36"	3"	30"	1-1/2"
31	36"	12"	2"	8"	1-1/2"
32	36"	18"	3"	12"	1-1/2"
33	36"	24"	3"	18"	1-1/2"
34	36"	30"	3"	24"	1-1/2"
35	36"	48"	6"	36"	1-1/2"
36	48"	18"	2"	14"	1-1/2"
37	48"	24"	3"	18"	1-1/2"
38	48"	30"	3"	2"	1-1/2"
39	48"	36"	6"	24"	1-1/2"
40	12"	36"	2"	32"	1-1/2"
41	18"	36"	2"	32"	1-1/2"
42	23"	32"	2"	28"	1-1/2"
43	24"	36"	3"	30"	1-1/2"
44	30"	36"	3"	30"	1-1/2"
45	36"	12"	2"	8"	1-1/2"
46	36"	24"	3"	18"	1-1/2"
47	36"	30"	3"	24"	1-1/2"
48	48"	24"	3"	18"	1-1/2"
49	48"	30"	3"	24"	1-1/2"
50	48"	36"	6"	24"	1-1/2"
51	45"	36"	2"	32"	1-1/2"

3.10 ORDERING AND PAYMENT OF SIGN BLANKS (EXAMPLE):

3.9.1 An example of the proposed method of ordering and determining the unit price for all order, is as follows:

The using agency will telephone the contractor to place an order for say 100 each aluminum sign blanks size .080" - 12" x 18". In order to establish the base price for the raw Ingots required for the manufacture of this specific order, the Agency will review the "Platts Metal Weekly " prices for the date of the order. This price will be confirmed by the contractor as the Ingot base price to be charged for the execution of the said order. Added to this Ingot base price per pound (price line 00003) will be the fixed contract processing price per pound (price line 00001) to equal the per pound cost for one sign blank.

Ingot base price is (as per "Platts Metal Weekly")	\$.95 per lb.
Add fixed contract processing price (Price Line 00003)	\$.80 per lb.
Per lb. Delivered Price	\$ 1.75 per lb.

A conversion factor of .098 lb. per cubic inch will be used to calculate the weight of any one sign blank.

Using this conversion factor the weight of a 12" x 18" blank used in our example is 1.69 lbs.

Hence the cost of one sign blank size 12" x 18" delivered will equal:

Weight of Blank:	\$1.69 lbs.
Ingot Base Price plus	
Fixed contract processing price:	\$1.75 per lb
Unit Cost:	\$2.96 per blank delivered

To complete the total cost you will multiply the quantity, 100 units by the cost per blank, \$2.96 to equal a total amount of \$296.00.

The same formula will be used to determine the cost of all orders placed during the term of this contract.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	<u>Cover sheet</u>	Completed and signed cover sheet (Page 3 of this RFP)
	<u>4.4.1.1</u>	Ownership Disclosure Form (<u>Attachment 1</u>)
	<u>4.4.1.2</u>	MacBride Principles Certification (<u>Attachment 2</u>)
	<u>4.4.1.3</u>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (<u>Attachment 3</u>)
	<u>Appendix 1 - 1.1 of the Standard Terms & Conditions</u>	Business Registration from Division of Revenue

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 RESERVED

4.4.1.5 RESERVED

4.4.2 RESERVED

4.4.2.1 RESERVED

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

2. Years of this individual's experience in servicing similar accounts: _____

3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:

1st individual:_____ Phone # of contact person:_____

2nd individual:_____ Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

2. Name of customer provided as reference:

1st individual:_____ Phone # of contact person:_____

2nd individual:_____ Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

3. Name of customer provided as reference

1st individual:_____ Phone # of contact person:_____

2nd individual:_____ Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

2. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

3. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

4.4.2.5 RESERVED

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If requested the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 Bidders are required to fill in all of the information requested on the bid sheets attached to this RFP. Failure to do so may make it impossible for the State to evaluate your proposal, thereby resulting in rejection of your bid.

4.4.4.2 Line #00002 is will be used when the using agency is in need of a special shape (i.e. Smokey the Bear signs).

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions [Appendix 1](#) of the RFP take precedence over the Standard Terms and Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one year (1)**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **one-year**, by the mutual written consent of the contractor and the Director.

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.11 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.14 RESERVED

5.15 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a **QUARTERLY** basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price bid on price line #00001, (fixed processing cost per pound), as explained in Section 6.2.3 of the RFP.

6.1.2 Experience of the bidder

6.1.3 Delivery schedule as per Section 3.6 of the RFP.

6.1.4 The bidder's past performance under similar contract, including if applicable, the Division's vendor performance database.

6.2 METHOD OF AWARD

6.2.1 The contract shall be based upon a published fluctuating base cost plus a non-fluctuating fixed processing cost.

6.2.2 Base cost is defined as the unit price per pound of aluminum ingot, Mid-West delivery as published daily in the "Platts Metal Weekly". Since this price is often reported within a price range the State will use the low end of the range in calculating the base cost for all sizes and thickness of sign blanks.

6.2.3 Fixed processing cost is defined as the unit price per fabricated pound of finished aluminum sign blanks including, leveling, shearing, punching, cornering, alodine treatment, packaging and delivery to the State of New Jersey's using agencies. It shall cover the range of thickness, .040", .080", .091", .100", .125", and the full range of sizes in each of these thicknesses.

6.2.4 The weight of a sign blank is calculated as the weight after the blank is in its final shape and dimension., It is the vendor's responsibility to include the cost of rendering the blank into its final shape and dimension in the bid price.

6.2.5 Regardless of the ASTM alloy the bidder chooses to bid on for the sign blanks, it is the intent of the State to award one contract to the responsible bidder submitting the most advantageous offer to the State, price and other factors considered, for the fixed processing cost per pound for all sizes and thicknesses of sign blanks (price line 00001).

6.2.6 Bidders must bid on price line item 00002 to be eligible for an award. This price line item will be awarded to the lowest responsive bidder for price line item 00001. Failure to provide a price for line item 00002 will result in the rejection of its bid proposal.

6.3 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this

regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.4 Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

APPENDICES

1. New Jersey Standard Terms and Conditions

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

<h2>STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS</h2>

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than
- \$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform

the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.